

ALVORD AND ALVORD
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OF COUNSEL
URBAN A. LESTER

November 13, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Termination of Agreement, dated November 10, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Interim User Agreement duly filed with the Commission under Recordation Number 19660.

The names and addresses of the parties to the enclosed document are:

Company: Consumers Power Company
212 West Michigan Avenue
Jackson, Michigan 49201

Manufacturer: Johnstown America Corporation
17 Johns Street
Johnstown, Pennsylvania 15901

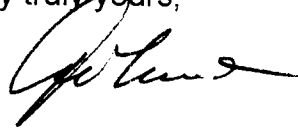
A description of the railroad equipment covered by the enclosed document is set forth on Schedule I attached thereto.

Mr. Vernon A. Williams
November 13, 1995
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

19660-B

1995

AM

TERMINATION OF AGREEMENT

THIS TERMINATION OF AGREEMENT, is made this 10th day of November 1995, by and between Consumers Power Company, a Michigan corporation ("*Consumers*"), and Johnstown America Corporation, a Delaware corporation ("*Johnstown*").

WHEREAS, Consumers and Johnstown are parties to an Interim User Agreement, dated as of October 6, 1995 (the "*Agreement*"); and

WHEREAS, the Agreement was duly filed for recordation with the Interstate Commerce Commission (the "*ICC*") pursuant to 49 U.S.C. Section 11303, on October 6, 1995, at 11:20 a.m. and given Recordation Number 19660; and

WHEREAS, Consumers and Johnstown desire to terminate and cancel the Agreement with respect to the equipment described or referenced herein and to record such termination and cancellation with the ICC;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Consumers and Johnstown, intending to be legally bound, agree as follows:

1. Consumers and Johnstown hereby terminate and cancel the Agreement, effective November 10, 1995 with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "*Terminated Equipment*"), and Consumers and Johnstown hereby agree that no rights, duties or liabilities under the Agreement with respect to such Terminated Equipment shall survive such termination and cancellation of the Agreement, except with respect to acts, events, or omissions under the Agreement occurring on or prior to the date hereof.

2. The parties agree to record this Termination of Agreement with the ICC so as to release any lien against the Terminated Equipment created by or arising out of the Agreement.

3. It is understood that the Terminated Equipment identified herein, together with the Terminated Equipment identified in a prior "Termination of Agreement" between the parties dated October 27, 1995, constitutes all of the equipment that the parties have in fact heretofore placed under the Agreement, and that the parties will not hereafter place any other or additional equipment under the Agreement. It is therefore understood and agreed that if there was any equipment identified in the original Agreement which is not identified as Terminated Equipment hereunder or under said previous "Termination of Agreement" dated October 27, 1995, same was not heretofore placed and will not hereafter be placed under the Agreement and the Agreement is hereby also cancelled and terminated with respect thereto. The parties also intend, by their recording of this Termination of Agreement with the ICC, to give notice that there has been and will be no lien created by or arising out of the Agreement with respect to any such equipment which may have been

identified in the original Agreement that is not identified as Terminated Equipment hereunder or under said previous "Termination of Agreement" dated October 27, 1995."

4. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Consumers and Johnstown have caused this Termination of Agreement to be executed as of the day and year first above written.

CONSUMERS POWER COMPANY, a Michigan
corporation

By

Its

R. D. Michelson
Vice President

APV'D AS TO FORM

DEB

JOHNSTOWN AMERICA CORPORATION, a
Delaware corporation

By


Its

IN WITNESS WHEREOF, Consumers and Johnstown have caused this Termination of Agreement to be executed as of the day and year first above written.

CONSUMERS POWER COMPANY, a Michigan
corporation

By _____
Its

JOHNSTOWN AMERICA CORPORATION, a
Delaware corporation

By 
Its MICHAEL P. SISK, JR.
DIRECTOR, MARKETING & SALES ADMINISTRATION

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

On this, the 1st day of November, 1995 before me, a Notary Public in and for said County and State, personally appeared Robert J. Nicholson, of CONSUMERS POWER COMPANY, who acknowledge himself to be a duly authorized officer of CONSUMERS POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Beverly A. Avery
Name
Notary Public
My Commission Expires:
Residing in _____

BEVERLY A AVERY NOTARY PUBLIC STATE OF MICHIGAN JACKSON COUNTY MY COMMISSION EXP. DEC. 3, 1996

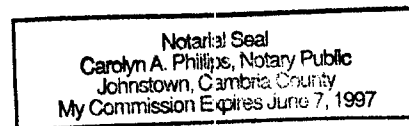
STATE OF PENNSYLVANIA)

COUNTY OF CAMBRIA)

On this, the 7th day of November, 1995, before me, a Notary Public in and for said County and State, personally appeared Michael P. Siska, Jr., of JOHNSTOWN AMERICA CORPORATION, who acknowledged himself/herself to be a duly authorized officer of JOHNSTOWN AMERICA CORPORATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Carolyn A. Phillips
Name:
Notary Public



TERMINATED EQUIPMENT

1. FSTX 5873
2. FSTX 5874
3. FSTX 5875
4. FSTX 5876
5. FSTX 5877
6. FSTX 5878
7. FSTX 5879
8. FSTX 5880
9. FSTX 5881
10. FSTX 5882
11. FSTX 5883
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